



## FONTYOU COMMERCIAL DESKTOP LICENSE

### Terms and definitions

The "Desktop Fonts" are fonts offered on the website [www.fontyou.com](http://www.fontyou.com) and embodied in software. The "Font software" means any font in any digital format.

### License overview

You may:

- Use the Desktop fonts to create images for commercial and non-commercial purposes on any surface such as paper, computer screens, billboards, T-shirts, and other surfaces without limitation on the print run, provided that the image is a fixed size. You may use the fonts for Web pages only in raster formats like PNG, JPG, GIF, etc.
- Use the Desktop fonts in the creation of or as part of a company logo.
- Use the Desktop fonts for texts in video formats (e.g. for movie credits), in TV or film subtitles, in art or commercial exhibition.
- Use the Desktop fonts in design & artwork on commercial products
- Use the Desktop fonts for the purpose of embedding it in electronic documents (Adobe Portable Document Formats) and system templates. That allows recipients of the electronic document or template to view, print and further edit or modify the text and structure of the document in which the fonts are embedded without the recipient having the actual font installed.

You may not:

- Alter, convert, reformat or edit the font software in any manner whatsoever (including webfont conversion).
- Use the Desktop fonts for web fonts or embed them on web pages.
- Embed the Desktop fonts in electronic devices; all gaming devices.
- Embed the Desktop fonts in software or any kind of software applications.

PLEASE READ THE ENTIRE LICENSE FOR A DETAILED DESCRIPTION OF ALL RIGHTS AND RESTRICTIONS.  
PLEASE READ THIS BINDING LEGAL AGREEMENT BEFORE PURCHASING, DOWNLOADING, INSTALLING OR USING THE FONT SOFTWARE

### FontYou End User License Agreement

This end user License Agreement (hereinafter, "EULA," "License," "Agreement" or "License Agreement") is a legal agreement between you and FontYou for the product, designs and software that accompany this Agreement, and is also applicable to any media, printed materials, electronic documentation, updates add-ons, web services and any other material that may be associated with the product now or in the future.

#### 1. GRANT OF LICENSE

Upon a payment full, FontYou grants you a perpetual, worldwide, non-exclusive and non-transferable license to install and/or use the Desktop fonts licensed from FontYou according to the terms specified in this EULA, and any license confirmation and invoice.

#### 2. PERMITTED INSTALLATIONS AND USES

The present license exclusively allows for the following uses:

2.1. Installing and using the Desktop Fonts on the number of users mentioned on the corresponding invoice and which must all belong to the End User.

2.2. Installing the Desktop Fonts on a file server for use on a local area network (LAN), provided that the total number of workstations using of the Desktop Fonts via this server is expressly limited to the number of workstation authorized by the present agreement. The Desktop Font may be installed on not more than two (2) computers per user. For the purposes of clarity, the Licensed End User may install the Desktop Font on his or her laptop, iPad or portable device used as a substitute for a workstation type computer.

2.3. Transferring a copy of the Desktop Fonts to an external service provider (such as a printer bureau) in order to allow him to create and modify an electronic document in which the Desktop Fonts are used. However, the service provider must destroy the copy of the Desktop Font once he has completed his work.

2.4. Importing the Desktop Fonts as graphical objects into a drawing program and modify them, for example in order to create a logotype. Use of the Font Software in the creation of design works, rasterized images for web sites and for your personal use and professional use are each permitted provided that no unauthorized uses or copies of the Font Software are transferred to any unlicensed party. Other restrictions to the use of the Font Software are set forth in this Agreement.

2.5. Making one back-up copy of the software contained in the Desktop Fonts. The End User undertakes to retain exclusive custody and control over said copy and, upon termination of the present license, to destroy said copy.

2.6. Creating physical goods for retail sale, by way of example only, using the Font Software as a resource to create individually customized T-shirts, greeting cards, mugs, postage stamps, stickers, post cards, business cards, invitations on a customized, per order basis for retail sale, provided that the image is a fixed size.

2.7. Using the Font Desktop for Web pages only in raster formats like PNG, JPG, GIF, etc. and for texts in video formats (e.g. for movie credits). Broadcast, Exhibition, Internet and Film Usage includes the use of the Font Software to create titling and/or credits for any broadcast via television, on the Internet and/or cable and/or motion picture theatrical distribution and/or exhibition.

### **3. RESTRICTIONS**

3.1. Except as may be otherwise expressly permitted by your specific License, you may not distribute, sell, modify, include, adapt, translate, reverse engineer, decompile, disassemble, translate into other font formats or other formats for use with other forms of devices or otherwise copy and/or include the Font Software or the design of the Font embodied therein without the express written consent of FontYou. All rights not expressly granted are reserved to FontYou. Any modifications, derivations and/or adaptations of the Font Software or the design embodied therein, requires the express permission of FontYou which expressly reserves a right to create any such modifications, derivations or adaptations. This term is contractual in nature.

3.2. This license does not permit the transmitting of the Font Software over the Internet for the purposes of font serving or font replacement by means of technologies such as, but not limited to, Cufón, EOT, sIFR or other technologies that now exist or may be developed in the future. Web Font Uses include but are not limited to serving the Font Software to remote viewers. If you wish to use the Font Software for such purposes, a web font license must be purchase and is required. Translation or adaptation of the Font Software and/or serving translated Font Software to viewers on the Internet, such as, by of illustration only, via Cufón, WOFF, sIFR, TypeKit, embeddable Open Type, etc., is not permitted under this License.

3.3. The embedding or other use of the Fonts or the outlines thereof, in software or other works distributed electronically and/or via physical media for sale is prohibited under this License. The use of the Font Software for any on-screen display or in an electronic devices include electronic books, electronic book readers, such as, by way of illustration, not limitation, Kindle, iBook, Nook, electronic kiosks or gaming devices and machines. Upon the purchase of a license upgrade, the Font Software may be embedded and resident within an electronic device provided it cannot be extracted from the device. NOTE: This restriction may not apply to a laptop or notebook depending upon the license you purchased.

3.4. Use of the Font Software in Flash Type animations or otherwise embedding the outlines or designs embodied in the Font Software is expressly prohibited. Any such use requires the express written permission by FontYou and may or may not require the purchase of a FontYou AppFont license.

### **4. WARRANTY**

Pursuant to legal provisions, FontYou warrants the End User against all latent defects affecting the Desktop Fonts and rendering them unfit for their intended use.

In order to obtain the enforcement of the warranty, the End User shall inform FontYou, by registered letter with recorded delivery, of the latent defects existing at the time of delivery and revealed subsequently within fifteen (15) days of the discovery of the defect. Otherwise, the End User's rights will be deemed forfeited.

The End User shall bear the burden of proving the date on which the defect was discovered. In the event of a latent defect, the only obligation of FontYou shall be the free replacement or repair of the Desktop Font which has been recognized defective by its services.

#### **5. DELIVERY**

The Desktop Fonts will be available for download from the Website upon receipt of the payment of the price.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

The Desktop Fonts are protected by copyright and intellectual property laws and international treaties. The End User undertakes not to suppress the "Font Info" files attached to the Desktop Fonts. The Font software is licensed, not sold, to you by FonTYou, and is licensed for use in accordance with the terms of this Agreement.

#### **7. PERSONAL DATA PROTECTION**

Personal data are automatically gathered in order to treat and deliver orders. The addressee of the data is: FonTYou – 3, rue de la Rochefoucauld – 75009 Paris – FRANCE.

Pursuant to the French "Computer and freedom" law of January 6, 1978 modified in 2004, the End User has a right to access and rectify the data which concern him and which may be exercised by contacting: FonTYou – 3, rue de la Rochefoucauld – 75009 Paris – FRANCE.

The End User can also object, for legitimate reasons, to the treatment of data concerning him.

#### **8. TERMINATION**

Each Party retain the possibility to terminate the present agreement if the other Party fails to perform one or several of the obligations incumbent on it by virtue of this agreement in conditions rendering impossible the performance of the agreement on the agreed basis.

The termination of the present agreement could however only intervene fifteen (15) days after the sending by the injured Party of a formal notice to the other Party by registered letter with recorded delivery, indicating the nature of the failing and the absence of remedy to the failing in question.

#### **9. CHOICE OF JURISDICTION AND GOVERNING LAW**

All disputes arising between the Parties concerning the existence, the validity, the interpretation and/or the performance of the present agreement that could not be amicably solved shall be exclusively the deferred to the Tribunal of Grande Instance of Paris.

This agreement is exclusively governed by French law.

# FONTYOU COMMERCIAL APPFONT LICENSE

## Terms and definitions

The "AppFonts" are fonts offered on the website [www.fontyou.com](http://www.fontyou.com) and embodied in software or embedded in a mobile application.

The "Font software" means any font in any digital format.

## License overview

You may:

- Install and use the AppFonts on only one mobile application, published by the End User, the name of the mobile application and of the End User being mentioned on the corresponding invoice.
- Publish, whether free of charge or against payment, the mobile application embedding the AppFonts without limitation.
- Embed the AppFonts in applications, software and hardware such as: video game consoles, interactive terminals, video games, navigation systems, mobile apps, e-books, phones, TVs, cameras.
- Download the AppFonts without limitation on the website [fontyou.com](http://fontyou.com), in case of loss or damage to the AppFonts.

You may not:

- Proceed to the modification, correction, decompilation, disassembly, recompilation, reverse engineering or trying in any way to discover the source code of the AppFonts, except for the public policy rights granted to the user of software.
- Assign the present license and sell, lend, give or distribute the AppFonts.

PLEASE READ THE ENTIRE LICENSE FOR A DETAILED DESCRIPTION OF ALL RIGHTS AND RESTRICTIONS.  
PLEASE READ THIS BINDING LEGAL AGREEMENT BEFORE PURCHASING, DOWNLOADING, INSTALLING OR USING THE FONT SOFTWARE

## Fontyou End User License Agreement

This end user License Agreement (hereinafter, "EULA," "License," "Agreement" or "License Agreement") is a legal agreement between you and Fontyou for the product, designs and software that accompany this Agreement, and is also applicable to any media, printed materials, electronic documentation, updates add-ons, web services and any other material that may be associated with the product now or in the future.

### 10. RIGHT LICENSE

Upon a payment full, Fontyou grants you a perpetual, worldwide, non-exclusive and non-transferable license to use the Font Software for use in and embedding in one (1) product namely,.....

### 11. REQUIREMENTS / RESTRICTIONS

- 2.1. The End User may embed the AppFonts into ONLY the number of Apps specified in the Receipt.
- 2.2. The End User may not redistribute the AppFonts with the App's source code.
- 2.3. If the End User is a graphic design studio or an advertisement agency and proposes the AppFonts for use to a final client, the latter also acquire a personal license adapted to its own website.
- 2.4. The End User may not embed the AppFonts in any application software considered to be a plug-in, template, skin or theme.
- 2.5. The End User may not embed the AppFonts in an App that enables an end user to create custom typesetting with the Font.
- 2.6. The End User may embed the Font in reports that the App saves or exports, provided that the reports are not sold for profit.
- 2.8. Proceeding to the modification, correction, decompilation, disassembly, recompilation, reverse engineering, except for the public policy rights granted to the user of software.

### 12. PROVISION TO THIRD PARTIES

The End User may temporarily provide the Font to a producer, publisher or other agent who is working on behalf of the End User, only if the producer, publisher, or other agent (1) agrees in writing to use the Font exclusively for Licensee's work, according to the terms of this EULA, and (2) retains no copies of the Font upon completion of the work. The End User may not otherwise distribute the Font to third parties or make the Font publicly accessible or available except by embedding or linking in accordance with this EULA.

### **13. MODIFICATIONS**

The End User may not modify the Font or create derivative works based upon the AppFonts EXCEPT THAT the End User may generate files necessary for embedding or linking in accordance with this EULA.

### **14. WARRANTY**

Pursuant to legal provisions, Fontyou warrants the End User against all latent defects affecting the Desktop Fonts and rendering them unfit for their intended use.

In order to obtain the enforcement of the warranty, the End User shall inform Fontyou, by registered letter with recorded delivery, of the latent defects existing at the time of delivery and revealed subsequently within fifteen (15) days of the discovery of the defect. Otherwise, the End User's rights will be deemed forfeited.

The End User shall bear the burden of proving the date on which the defect was discovered.

In the event of a latent defect, the only obligation of Fontyou shall be the free replacement or repair of the Desktop Font which has been recognized defective by its services.

### **15. DELIVERY**

The AppFonts will be available for download from the Website upon receipt of the payment of the price.

### **16. INTELLECTUAL PROPERTY RIGHTS**

The AppFonts are protected by copyright and intellectual property laws and international treaties.

The End User undertakes not to suppress the "Font Info" files attached to the AppFonts.

The Font software is licensed, not sold, to you by Fontyou, and is licensed for use in accordance with the terms of this Agreement.

### **17. PERSONAL DATA PROTECTION**

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Pursuant to the French "Computer and freedom" law of January 6, 1978 modified in 2004, the End User has a right to access and rectify the data which concern him and which may be exercised by contacting: Fontyou – 3, rue de la Rochefoucauld – 75009 Paris – FRANCE.

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### **18. TERMINATION**

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### **19. CHOICE OF JURISDICTION AND GOVERNING LAW**

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# FONTYOU COMMERCIAL WEBFONT LICENSE

## Terms and definitions

The "WebFonts" are fonts offered on the website [www.fontyou.com](http://www.fontyou.com) and embodied in software. The "Font software" means any font in any digital format.

## License overview

You may:

- Use the WebFonts within Websites or embed them on web pages.
- Install and use the WebFonts without limitation of the pageviews, on only one website published by the End User, the name of the website and of the End User being mentioned on the corresponding invoice.
- Use for one website engaged in for profit activity or not.
- Download the WebFonts without limitation on the website [fontyou.com](http://fontyou.com), in case of loss or damage to the WebFonts or malfunction of the server of the End User.

You may not:

- Embed the WebFonts in applications, software and hardware such as: video game consoles, interactive terminals, video games, navigation systems, mobile apps, e-books, phones, TVs, cameras.
- Use the WebFonts so as to integrate them, partially or totally, in a new font or in products aimed at editing alphabet letters, such as stencils, cut on-demand adhesive, rubber stamps, etc.
- Share the WebFonts by allowing for their download on shared hard drives, computer networks or intranets.
- Alter, convert, reformat or edit the font software in any manner whatsoever (including webfont conversion).

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### 1. GRANT OF LICENSE

Upon a payment full, FontYou grants you a perpetual, worldwide, non-exclusive and non-transferable license to install and/or use the Webfonts licensed from Fontyou according to the terms specified in this EULA, and any license confirmation and invoice.

### 2. UNIQUE VISITORS

The WebFonts license is limited by monthly "unique visitors" which is a unit used to measure traffic to your website. The maximum number of monthly unique visitors must not exceed 1 million. If you require a license that allows for additional unique visitors, please see with [contactus@fontyou.com](mailto:contactus@fontyou.com) for more information.

### 3. RIGHTS

3.1. The End User undertakes to host the WebFonts on its own server.

3.2. You may import characters from the WebFont as graphical objects into a drawing program and modify such graphical objects.

3.3. All of Fontyou's WebFonts licenses are perpetual, which means you pay once and use it forever. Fontyou does not require you to install any cumbersome unique visitors tracking scripts. We trust you.

### 4. REQUIREMENTS / RESTRICTIONS

4.1. Webfont may only be installed on Websites owned or controlled by the End User.

4.2. The End user may temporarily provide the Webfont to a website developer or other agent who is working on behalf of the Licensee, only if they agree to use the Font exclusively for End User's work, agree to the terms of this Agreement, and retain no copies of the Font upon completion of the work.

4.3. The End User may not distribute the Webfont to third parties or make the Webfont publicly accessible except by embedding or linking in accordance with this EULA.

4.4. Licenses for desktop use, computer applications and games, navigation systems, installable interactive books, software, mobile applications and games, Ebooks and Epubs, not allowed by this Agreement may be available for a Desktop License and an AppFont License. For more information, please contact [contactus@fontyou.com](mailto:contactus@fontyou.com).

4.5. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the licensed WebFont itself.

4.6. You may not assign the present license and sell, lend, give or distribute the WebFonts.

## **5. WARRANTY**

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